

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IN THE MATTER OF: )  
 ) Chapter 13  
GEORGE AND SUSIE NAILON, ) Case No. 16-18778  
 ) Judge: CLEARY  
Debtor(s). )

**NOTICE OF MOTION**

*To the following persons or entities who have been served via electronic mail:*

U.S. Bankruptcy Trustee: USTPRegion11.ES.ECF@usdoj.gov

Marilyn O. Marshall, Chapter 13 Trustee: ciyrtdics@chi13.com

*To the following persons or entities who have been served via U.S. Mail:*

See attached list.

PLEASE TAKE NOTICE that on June 29, 2020, at 1:30 pm, I will appear before the Honorable Judge Cleary, or any judge sitting in that judge's place, and present the attached **Motion to Modify Chapter 13 Plan**.

**This motion will be presented and heard telephonically.** No personal appearance in court is necessary or permitted. To appear and be heard telephonically on the motion, you must set up and use an account with Court Solutions, LLC. You can set up an account at [www.Court-Solutions.com](http://www.Court-Solutions.com) or by calling Court Solutions at (917)746-7476.

**If you object to this motion** and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the Court may grant the motion in advance without a hearing.

/s/ Christine H. Clar

Christine H. Clar, ARDC #6202332

Attorney for the Debtor(s)

**PROOF OF SERVICE**

A copy of this Notice of Motion and attachments were deposited at the United States Post Office, Wheeling, Illinois, 60090, with sufficient postage prepaid, by Christine H. Clar, or served electronically by the bankruptcy court, under oath and under all penalties of perjury.

DATE OF SERVICE: June 9, 2020

/s/ Christine H. Clar  
Christine H. Clar, A.R.D.C. #6202332  
Attorney for the Debtor(s)

Christine H. Clar  
Attorney for the Debtor(s)  
DAVID M. SIEGEL & ASSOCIATES, LLC  
790 Chaddick Drive  
Wheeling, IL 60090  
847/520-8100  
davidsiegelbk@gmail.com

*To the following persons or entities who have been served via U.S. Mail:*

Sierra Auto Finance, LLC  
c/o AIS Portfolio Services, LP  
4515 N. Santa Fe Ave., Dept. APS  
Oklahoma City, OK 73118

George and Susie Nailon  
525 W. 15<sup>th</sup> Place  
Chicago Heights, IL 60411

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IN THE MATTER OF: )  
 ) Chapter 13  
GEORGE AND SUSIE NAILON, ) Case No. 16-18778  
 ) Judge: CLEARY  
Debtor(s). )

**DEBTOR'S MOTION TO MODIFY**  
**THE CHAPTER 13 PLAN**

NOW COMES, THE DEBTORS, GEORGE AND SUSIE NAILON, by and through their attorneys, David M. Siegel & Associates, LLC, to present this Motion, and in support thereof states as follows:

- 1) Jurisdiction is proper and venue is fixed in this Court with respect to these parties.
- 2) On June 7, 2016, the Debtors filed a voluntary petition for relief pursuant to Chapter 13 under Title 11 USC, and the Chapter 13 plan was confirmed on September 14, 2016. That Marilyn O. Marshall was appointed Trustee in this case.
- 3) The Debtor's Modified Chapter 13 plan provides for payments of \$1,475.00 monthly for 36 months with an initial plan term of 36 months, with payments to the General Unsecured Creditors of 100% of their allowed claims.
- 4) On August 2, 2016 Sierra Auto Finance filed a claim in this case for a loan on a 2009 Chevrolet Cobalt, (see exhibit A). This debt was supposed to be paid outside the bankruptcy by the co-signer, Jazmine Crosby, Debtor's daughter, as stated in Sec. G.5 of the plan.
- 5) On December 4, 2018 Sierra Auto Finance filed an amended claim in this case for a deficiency balance on the car loan after it was repossessed for non-payment, (see exhibit B).
- 6) On March 15, 2019 the Trustee started paying on the unsecured deficiency balance of this claim. The creditor, Sierra Auto Finance, cashed a total of \$6,344.58 of the \$7,171.60 debt, but has not accepted payment since October 18, 2019. According to the Trustee, Sierra claims the account has been sold, and they are not owed any additional funds. We have been unable to determine who is the current creditor of the deficiency balance.
- 7) Debtor's propose to allow payment to Sierra Auto Finance to the extent that they have already been paid, (\$6,344.58).
- 8) This will allow the bankruptcy to close, as it has been held up for a resolution of this situation.

9) The Debtors propose to modify their Chapter 13 plan pursuant to 11 U.S.C. §1329 to remove Section G. 5 from the plan and allow payment to Sierra Auto Finance for the amount paid. Debtors make this proposal in good faith and with the intention of completing their Chapter 13 plan.

WHEREFORE, the Debtors, prays that this Honorable Court enter an Order to Modify the Chapter 13 Plan, and for other such relief as the Court deems fair and proper.

Respectfully Submitted,

/s/ Christine H. Clar  
Christine H. Clar, A.R.D.C. #6202332  
Attorney for the Debtor(s)

DAVID M. SIEGEL & ASSOCIATES, LLC  
790 Chaddick Drive  
Wheeling, IL 60090  
847/520-8100  
davidsiegelbk@gmail.com

# EXHIBIT A

Fill in this information to identify the case:

Debtor 1 Susie Nailon

Debtor 2 George H Nailon  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Illinois

Case number 16-18778

## Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

#### Part 1: Identify the Claim

1. Who is the current creditor?

SIERRA AUTO FINANCE

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Sierra Auto Finance c/o Peritus Portfolio Svcs

Name

P.O. Box 141419

Number Street

Irving, Tx 75014-1419

City

State

ZIP Code

Contact phone 8668315954

Contact email bankruptcy@perituservices.com

Where should payments to the creditor be sent? (if different)

SIERRA AUTO FINANCE

Name

PO BOX 803067

Number

Street

DALLAS

TX

75380

City

State

ZIP Code

Contact phone 4696198275

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No  
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8 6 4 8

7. How much is the claim? \$ 8,453.87 Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Auto Loan

9. Is all or part of the claim secured? ☐ No  
☒ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☒ Motor vehicle  
☐ Other. Describe: 2009 Chevrolet Cobalt  
**Basis for perfection:** RIC and Title  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ 8,453.87 \*Not subject to cram down  
**Amount of the claim that is secured:** \$ 8,453.87  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ 800.62  
**Annual Interest Rate** (when case was filed) 22.50 %  
☒ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/02/2016  
MM / DD / YYYY

/s/ Steve Hornbeck

Signature

Print the name of the person who is completing and signing this claim:

Name	Steve Hornbeck		
	First name	Middle name	Last name
Title	Bankruptcy Manager		
Company	Peritus Portfolio Services II, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	P.O. Box 141419		
	Number	Street	
	Irving, TX 75014-1419		
	City	State	ZIP Code
Contact phone	8668315954		Email bankruptcy@perituservices.com

**Debtor:**

Susie Nailon

**Debtor:**

George H Nailon

**Case#:**

16-18778

Principal (includes all fees and expenses set out in the Contract)	\$7,876.29
Interest	\$513.25
Fees	\$64.33
Expenses	
Other Charges	
<b>Total Amount Due</b>	<b>\$8,453.87</b>

Pre-petition payment arrearage	\$736.29
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Statement of the amount necessary to cure any default as of the time of petition	\$800.62
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RETAIL INSTALLMENT CONTRACT - MOTOR VEHICLE - SIMPLE INTEREST

Page 1 of 3

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT																																																						
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$1,000.00.																																																		
22.52 %	\$ 6,895.80	\$ 3,719.00	\$ 14,725.00	\$ 15,725.00																																																		
Your payment schedule will be:																																																						
Number of Payments	Amount of Payments	When Payments Are Due																																																				
60	\$ 245.43	monthly beginning 11/17/14																																																				
Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.																																																						
Late Charge: If any payment is ten (10) days late, you will be charged: 1) 5% of the installment if the installment is in excess of \$200.00; or 2) \$10.00 if the installment is for \$200.00 or less.																																																						
Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required prepayment in full before the scheduled date, prepayment refunds and penalties and further information about security interest.																																																						
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<table border="1"> <thead> <tr> <th colspan="2">Itemization of Amount Financed</th> </tr> </thead> <tbody> <tr> <td>Cash Price</td> <td>\$ 8,530.73</td> </tr> <tr> <td>Less Cash Downpayment</td> <td>\$ 3,000.00</td> </tr> <tr> <td>Value of Trade-In</td> <td>N/A</td> </tr> <tr> <td>Trade \$</td> <td>N/A</td> </tr> <tr> <td>Lien Payoff \$</td> <td>N/A</td> </tr> <tr> <td>To</td> <td>\$ 0.00</td> </tr> <tr> <td>Total Downpayment</td> <td>\$ 1,000.00</td> </tr> <tr> <td>(If negative enter "0" and see "Unpaid Balance Due on Trade-In" below)</td> <td></td> </tr> <tr> <td>Amount Paid on Your Account</td> <td></td> </tr> <tr> <td>Unpaid Balance of Cash Price</td> <td>\$ 7,530.73</td> </tr> <tr> <td>Amount Paid to Others for You</td> <td></td> </tr> <tr> <td>*WE MAY BE RETAINING A PORTION OF THIS AMOUNT</td> <td></td> </tr> <tr> <td>Unpaid Balance Due on Trade-In</td> <td>\$ N/A</td> </tr> <tr> <td>N/A</td> <td></td> </tr> <tr> <td>Year, Make, Model of Buyer's Trade-In</td> <td></td> </tr> <tr> <td>(Paid to)</td> <td></td> </tr> <tr> <td>*Insurance Companies:</td> <td></td> </tr> <tr> <td></td> <td>\$ 0.00</td> </tr> <tr> <td></td> <td>N/A</td> </tr> <tr> <td></td> <td>\$ 1,022.00</td> </tr> <tr> <td></td> <td>N/A</td> </tr> <tr> <td></td> <td>\$ 166.27</td> </tr> <tr> <td></td> <td>N/A</td> </tr> <tr> <td></td> <td>\$ 1,188.27</td> </tr> </tbody> </table>					Itemization of Amount Financed		Cash Price	\$ 8,530.73	Less Cash Downpayment	\$ 3,000.00	Value of Trade-In	N/A	Trade \$	N/A	Lien Payoff \$	N/A	To	\$ 0.00	Total Downpayment	\$ 1,000.00	(If negative enter "0" and see "Unpaid Balance Due on Trade-In" below)		Amount Paid on Your Account		Unpaid Balance of Cash Price	\$ 7,530.73	Amount Paid to Others for You		*WE MAY BE RETAINING A PORTION OF THIS AMOUNT		Unpaid Balance Due on Trade-In	\$ N/A	N/A		Year, Make, Model of Buyer's Trade-In		(Paid to)		*Insurance Companies:			\$ 0.00		N/A		\$ 1,022.00		N/A		\$ 166.27		N/A		\$ 1,188.27
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Buyer(s) <u>JAZMINE CROSBY; 525 W 15TH PL; CHICAGO HEIGHTS, IL 60641</u> (Names) (Residence Address) (City) (State) (Zip) Buyer(s) <u>SUSIE WILLIAMS, 525 W 15TH PL, CHICAGO HEIGHTS, IL 60641</u> (Names) (Residence Address) (City) (State) (Zip) Seller <u>MELROSE PARK AUTO MALL INC. 2410 W NORTH AVE; MELROSE PARK, IL 60160</u> (Corporate Firm or Trade Name) (Business Address) (City) (State) (Zip)																																																						
Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle in good condition.																																																						
New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Serial Number	Body Color	Top Color	Key No.																																													
Used	09	CHEVROLET	CORALT	4DR	4	1G1AT5H797178648	SILVER																																															

Buyer Promises to pay to the order of Seller at the offices of: SIERRA AUTO FINANCE LLC. (Assignee) located in COCKEYSVILLE, MD

The Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 22.50 % per annum from date until maturity 60 installments of \$ 245.43 each and a final installment of \$ N/A, beginning on NOVEMBER 17, 2014 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein.

**SECURITY INTERESTS:** Seller is granted a purchase-money security interest in the motor vehicle described above and all accessories under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness for taxes, liens, repairs and insurance premiums advanced by holder hereunder are paid in full. Buyer grants assignee the right of set-off or lien on any moneys, credits or other property of Buyer in possession of the Assignee, on deposit or otherwise, including IRA or similar deposits. Seller is also granted a security interest in any premium rebates for insurance or service contracts, if any, hereunder. In the proceeds of any insurance or service contract on the motor vehicle, and in the proceeds of any credit life and/or accident and health insurance financed hereunder, until all amounts due under this contract are paid in full.

**ACCELERATION:** Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, concealed, attached or levied upon; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property; or Buyer shall make an assignment for benefit of creditors; or (6) if Buyer shall die or be adjudged incompetent; or (7) if holder shall, for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract, the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, without notice or demand, subject to right of reinstatement, if applicable.

**PREPAYMENT:** THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.

**DELINQUENCY CHARGE:** If any payment is ten (10) days late, you will be charged: 1) 5% of the installment if the installment is in excess of \$200.00; or 2) \$10.00 if the installment is for \$200.00 or less. In addition, Buyer agrees to pay reasonable attorneys' fees, costs and expenses incurred in the collection or enforcement of the debt or in realising on the collateral. Buyer agrees to pay Finance Charges after default, interest, or after acceleration upon default, at the Annual Percentage Rate stated herein so long as there exists any unpaid default hereunder, at without relief from valuation or appraisal laws.

**INSURANCE AGREEMENT:** Motor Vehicle Damage or Loss Insurance is required by Seller. (Buyer may choose the person through whom the insurance is to be obtained. If such insurance is to be obtained through Seller, the cost for a term of N/A months will be \$ N/A.)

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT**

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit upon acceptance by insurer at the following costs:

Credit Life Insurance \$ N/A Credit Disability Insurance \$ N/A

I desire Credit Life Insurance. I desire Credit Disability Insurance. I DO NOT want Credit Life or Disability Insurance.

(Age of Insured) (Signature) (Date) (Age of Insured) (Signature) (Date) (Signature) (Date)

(Age of Insured) (Signature) (Date) (Age of Insured) (Signature) (Date) (Signature) (Date)

SEE REVERSE HEREOF FOR INFORMATION ON POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.

**NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE**

If a change is made above for credit life insurance and if such insurance is to be provided by assignee, the undersigned hereby notices that the decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer or Buyers who signed above requesting it, subject to acceptance by the insurer and issuance of a certificate by (insurer).

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial indebtedness to the total of payments. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

Other insurance: N/A, the cost for a term of N/A months will be \$ N/A

**BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN.** If this contract evidences the sale of a used motor vehicle (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle; and (2) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

**Spanish translation:** Solo para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de la información de este vehículo es parte del presente contrato. La información de este vehículo es parte del presente contrato.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE CREDITOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**DOCUMENTARY FEE:** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge.

**NOTICE TO BUYER:** 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. Buyer confirms receiving a copy of this contract and had a chance to read and review it before Buyer signed it. By signing below Buyer agrees to the terms of this contract. Guarantor, if any, acknowledges receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

**CO-BUYER:** A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Dated: October 3, 2014

Buyer(s) acknowledges receipt of a fully completed and executed copy of this Contract.

Seller: MELROSE PARK AUTO MALL INC.

By: [Signature] mtc

Guarantor: [Signature]

Buyer(s) Jasmine Crosby

Buyer(s) Susie Williams-Nelson

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

INSTRUCTIONS: If parent, spouse, or other person who is or will be listed as an owner on the vehicle's title is a co-buyer, sign above. Other co-signers, sign on the Guarantor line.

**STATE OF ILLINOIS**  
**CERTIFICATE OF TITLE OF A VEHICLE**

VEHICLE IDENTIFICATION NO. 1G1AT58H797178648  
YEAR 2009 MAKE CHEVROLET MODEL COBALT LT BODY STYLE 4 DOOR TITLE NO. 14294690867

DATE ISSUED 10/21/14 ODOMETER 45653 OCM MOBILE HOME SO PURCHASED 10/03/14 TYPE TITLE ORIGINAL USED

MAILING ADDRESS  
SIERRA AUTO FINANCE LLC  
PO BOX 275  
COCKEYSVILLE MD 21030-0275

OWNER(S) NAME AND ADDRESS  
JAZMINE CROSBY  
SUSIE WILLIAMS  
525 W 15TH PL  
CHICAGO HEIGHTS IL 60411

FIRST LIENHOLDER NAME AND ADDRESS  
SIERRA AUTO FINANCE LLC  
PO BOX 275  
COCKEYSVILLE MD 21030-0275

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN  
The Lienholder on the vehicle described in this Certificate does hereby state that such lien is released and discharged.

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to this Secretary of State.

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The undersigned hereby certifies that the vehicle described in this title has been transferred from (old owner) to (new owner) at the address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of this vehicle unless the odometer is inoperative. If this vehicle is one of more than 2000 miles, I certify also that the vehicle is not damaged in excess of 33 1/3% of its market value unless the document is accompanied by a separate and appropriate statement.

DOGMETER READING NO TENTHS  
Signature(s) of Seller(s)  
Printed Name(s) of Seller(s)  
I am aware of the above odometer certification made by seller.  
Signature(s) of Buyer(s)  
Printed Name

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described herein, which is subject to the above named liens and encumbrances if any.  
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD.

CONTROL NO. M1262766  
JESSE WHITE, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR IMITATIONS.

MUST BE COMPLETED BY SELLER

DO NOT DETACH UNTIL SOLD  
NOTICE OF SALE

SEE INSTRUCTIONS ON REVERSE



CHEVROLET

2009

1G1AT58H797178648

Vehicle Make

Vehicle Year

Vehicle Identification Number (VIN)

Date

Name of Seller (Current Registered Owner)

Name of Buyer

Complete Address of Seller

Complete Address of Buyer

City

State

ZIP

City

State

ZIP

Under penalties of perjury, I hereby certify that the foregoing is true and correct under the laws of the United States.

Signature of Seller

Printed Name of Seller

Date

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

When a vehicle owner sells and/or releases interest in a vehicle that is titled in the State of Illinois, this form must be completed immediately and mailed to the Illinois Secretary of State, Vehicle Services Department, Record Inquiry Division, 501 S. Second St., Rm. 408, Springfield, IL 62756, to ensure that your responsibility for the vehicle is released.

Printed by authority of the State of New York, 1929.

# EXHIBIT B

Fill in this information to identify the case:

Debtor 1	<u>SUSIE NAILON</u>
Debtor 2 (Spouse, if filing)	<u>GEORGE H NAILON</u>
United States Bankruptcy Court for the:	<u>NORTHERN</u> District of <u>ILLINOIS</u> (State)
Case number	<u>16-18778-LAH-13</u>

Official Form 410

## Proof of Claim

04/16

Read the instruction before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgements, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

### Part 1: Identify the Claim

1. Who is the current creditor?	<u>Sierra Auto Finance, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>Sierra Auto Finance, LLC c/o AIS Portfolio Services, LP</u> Name <u>4515 N Santa Fe Ave. Dept. APS</u> Number Street <u>Oklahoma City OK 73118</u> City State ZIP Code Contact phone (000) 000-0000 _____ Contact email <u>ecfnofices@ascensioncapitalgroup.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b> <u>Sierra Auto Finance, LLC</u> Name <u>P.O Box 803067</u> Number Street <u>Dallas TX 75380</u> City State ZIP Code Contact phone (000) 000-0000 _____ Contact email _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>11</u> Filed on <u>08/02/2016</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Case 16-18778 Claim 11-2 Filed 12/04/18 Desc Main Document Page 2 of 3

Part 2:

Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No

☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 7 1 7 3

7. How much is the claim? \$ 7,171.60

Does this amount include interest or other charges?

☐ No

☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

Car Loan Deficiency

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate.

If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

\* No cramdown per statute.

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No

☐ Yes. Identify the property: \_\_\_\_\_



Case 16-18778 Claim 11-2 Filed 12/04/18 Desc Main Document Page 3 of 3

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to property.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C § 507 (a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. §507 (a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507 (a)(5).

☐ Other. Specify subsection of 11 U.S.C § 507 (a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward that debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/04/2018  
MM / DD / YYYY

/s/ Rejoy Nalkara  
Signature

Print the name of the person who is completing and signing this claim:

Name Rejoy Nalkara  
First Name Middle Name Last Name

Title Claims Processor

Company AIS Portfolio Services, LP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 4515 N Santa Fe Ave.  
Dept. APS  
Number Street

Oklahoma OK 73118  
City State Zip Code

Contact Phone (888)-455-6662 Email ecfnotices@ascensioncapitalgroup.com

\* This form 410 has been modified by AIS in conformance with FED. R. BANKR. P. 9009 and compliance with FED. R. BANKR. P. 3001. This Form 410, as modified, is substantially similar to Official Form 410.

### LIMITED SPECIAL POWER OF ATTORNEY

Sierra Auto Finance LLC ("Client"), hereby grants to AIS Portfolio Services, LP, a Limited Partnership whose principal office is located at 5847 San Felipe, Suite 1200 Houston, TX 77057, together with its affiliates, subsidiaries, directors, officers, and employees, (jointly "AIS"), Power of Attorney for the purpose of servicing claims Client may have in cases being administered pursuant to the Federal Bankruptcy Code. Client expressly authorizes AIS, or any of its employees, as attorney-in-fact for the undersigned, and with full power of substitution, to prepare and execute Proofs of Claims in bankruptcy proceedings under the United States Bankruptcy Code on behalf of Client pursuant to the Bankruptcy Services Agreement dated 6/8/2017 and entered into and between Client and AIS. This Power of Attorney is being given to AIS and may be attached to claims filed on our behalf as required by the Federal Rules of Bankruptcy Procedure and the Official Forms.

AIS shall indemnify, defend and hold harmless Client and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever ("Claims"), arising out of, related to, or in connection with (i) any action taken by AIS pursuant to this Limited Special Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Special Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Special Power of Attorney has been used), or (ii) any use or misuse of this Limited Special Power of Attorney in any manner or by any person not expressly authorized hereby.

Third parties without actual notice may rely upon the power granted under this Limited Special Power of Attorney upon the exercise of such power of the Attorney-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Special Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

This Limited Special Power of Attorney, and all authority granted hereunder, shall be in full force and effect until either (i) terminated in writing by Client; or (ii) without further action by Client automatically upon the termination in full of the Bankruptcy Services Agreement.

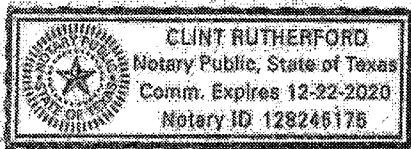
Dated: 10/12/2017

BY: [Signature]  
Name: Blake Kirk  
Title: VP Servicing

State of Texas  
County of Dallas

Subscribed and sworn to (or affirmed) before me on this 12  
day of October, 2017, by Blake Kirk

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature [Signature]

**Document Page 20 of 21**

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
22.50 %	\$ 6,006.88	\$ 8,719.00	\$ 14,725.88	\$ 15,725.88

The dollar amount the credit will cost you.

The amount of credit provided to you or on your behalf.

The amount you will have paid after you have made all payments as scheduled.

The total cost of your purchase on credit, including your down payment of \$ 1,000.00.

The total cost of your purchase on credit, including your down payment of \$ 1,000.00.

**Your payment schedule will be:**

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 245.43	monthly beginning 11/17/14
	\$ N/A	

**Security:** You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

**Late Charge:** If any payment is ten (10) days late, you will be charged: (i) 5% of the installment if the installment is in excess of \$200.00; or (ii) \$10.00 if the installment is for \$200.00 or less.

**Prepayment:** You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

**Other Charges / Amts Paid**

To	Amount	To	Amount
To	\$ N/A	To	\$ N/A
To	\$	To	\$
To	\$	To	\$

**Itemization of Amount Financed**

Item	Amount
Cash Price	\$ 8,530.73
Less Cash Downpayment	\$ 1,000.00
Value of Trade-In	\$ N/A
Trade-In	\$ N/A
Lien Payoff	\$ N/A
To	\$ 0.00
Total Downpayment	\$ 1,000.00
(If negative enter "0" and see "Unpaid Balance Due on Trade-In" below)	
Amounts Paid on Your Account	
Unpaid Balance of Cash Price	\$ 7,530.73
Amount Paid to Others for You	
Unpaid Balance Due on Trade-In	\$ N/A
Year, Make, Model of Buyer's Trade-In (Paid to)	
Insurance Companies:	
To	\$ 0.00
To	\$ N/A
Public Officials (Licenses, Title & Taxes)	\$ 1,022.00
Paid to ERT Service Provider for Optional ERT Fee	\$ N/A
Dir Svc Fee	\$ 166.27
To	\$ N/A
To	\$ N/A
Total Other Charges & Amount Paid to Others for You	\$ 1,188.27

**Buyer(s)** JAZMINE CROSBY; 525 W 15TH PL; CHICAGO HEIGHTS, IL 60641

**Buyer(s)** SUSIE WILLIAMS, 525 W 15TH PL, CHICAGO HEIGHTS, IL 60641

**Seller** MELROSE PARK AUTO MALL INC 2410 W NORTH AVE; MELROSE PARK, IL 60160

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle in good condition.

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Serial Number	Body Color	Top Color	Key No.
Used	09	CHEVROLET	COBALT	4DR	4	1B1AT58H797178648	SILVER		

**Buyer Promises to pay to the order of Seller at the offices of:** SIERRA AUTO FINANCE LLC. (Assignee) located in COCKEYSVILLE, MD

the Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 22.50 % per annum from date until maturity in 60 installments of \$ 245.43 each and a final installment of \$ N/A beginning on 11/17/14 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein.

**SECURITY INTERESTS:** Seller is granted a purchase-money security interest in the motor vehicle described above and all accessories under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness for taxes, liens, repairs and insurance premiums advanced by holder hereunder are paid in full. Buyer grants to Seller the right of set-off or lien on any moneys, credits or other property of Buyer in possession of the Assignee, on deposit or otherwise, excepting IRA or similar deposits. Seller is also granted a security interest in any premium rebates for insurance or service contracts, if financed hereunder, in the proceeds of any insurance or service contract on the motor vehicle, and in the proceeds of any credit life and/or accident and health insurance financed hereunder, until all amounts due under this contract are paid in full.

**ACCELERATION:** Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fail to perform any agreement or warranty made by Buyer hereon; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, concealed, attached or levied upon; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, or Buyer shall make an assignment for benefit of creditors; or (6) if Buyer shall die or be adjudged incompetent; or (7) if holder shall, for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract, the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, without notice or demand, subject to right of reinstatement, if applicable.

**PREPAYMENT:** THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.

**DELINQUENCY CHARGE:** If any payment is ten (10) days late, you will be charged: (i) 5% of the installment if the installment is in excess of \$200.00; or (ii) \$10.00 if the installment is for \$200.00 or less. In addition, Buyer agrees to pay reasonable attorneys' fees, costs and expenses incurred in the collection or enforcement of the debt or in realizing on the collateral. Buyer agrees to pay Finance Charges after maturity of the final installment, or after acceleration upon default, at the Annual Percentage Rate stated herein so long as there exists any uncured default hereunder, all without relief from valuation or appraisal laws.

**INSURANCE AGREEMENT:** Motor Vehicle Damage or Loss Insurance is required by Seller. (Buyer may choose the person through whom the insurance is to be obtained. If such insurance is to be obtained through Seller, the cost for a term of N/A months will be \$ N/A).

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT**

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit upon acceptance by insurer at the following costs:

Credit Life Insurance \$	Credit Disability Insurance \$
N/A	N/A

I desire Credit Life Insurance. I desire Credit Disability Insurance. I DO NOT want Credit Life or Disability Insurance.

(Age of Insured) (Signature) (Date) (Age of Insured) (Signature) (Date) (Signature) (Date)

(Age of Insured) (Signature) (Date) (Age of Insured) (Signature) (Date) (Signature) (Date)

**SEE REVERSE HEREOF FOR INFORMATION ON POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.**

**NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE**

If a charge is made above for credit life insurance and if such insurance is to be procured by assignee, the undersigned takes notice that the decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer or Buyers who signed above requesting it, subject to acceptance by the insurer and issuance of a certificate by (Home Office/Agent)

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

Other insurance: N/A, the cost for a term of N/A months will be \$ N/A

**BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN.** If this contract evidences the sale of a used motor vehicle (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle; and (2) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de su auto usado debe estar en el formulario de venta.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**DOCUMENTARY FEE:** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge.

**NOTICE TO BUYER:** 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. Buyer confirms receiving a copy of this contract and had a chance to read and review it before Buyer signed it. By signing below Buyer agrees to the terms of this contract. Guarantor, if any, acknowledges receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

**CO-BUYER:** A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Dated: 06/08/2014, 5:00 PM

**Buyer(s) acknowledges receipt of a fully completed and executed copy of this Contract.**

**RETAIL INSTALLMENT CONTRACT**

Seller: MELROSE PARK AUTO MALL INC

By: [Signature] Title

Guarantor: [Signature]

Buyer: Jazmine Crosby

Buyer: Susie Williams Taylor

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the Buyer named herein.

INSTRUCTIONS: If parent, spouse, or other person who is or will be listed as an owner on the vehicle's title is a co-buyer, sign above. Other co-signers, sign on the Guarantor line.

Copyright 2014. HANA FINANCIAL INC. Elmhurst, IL (All Rights Reserved)

Form IFI-26 (Rev. 7/14)

**Amended Deficiency Proof of Claim Attachment - Post-Petition Repossession**

Name of debtor: SUSIE NAILON \ GEORGE H NAILON Case number: 16-18778-LAH-13  
Name of creditor: Sierra Auto Finance, LLC Last four digits of any number you use to identify the debtor's account: 7173  
Date of Sale: 4/5/2018

**Account Balance and Sale Details**

1. Principal balance prior to sale	(1)	\$	7,876.29
2. Total sale proceeds	(2)	-	\$ 1,819.51
3. Payments received post-petition	(3)	-	
4. Additional Charges	(4)	+	\$ 1,050.49
5. Refunds/Rebates	(5)	-	
6. Misc. fees	(6)	+	\$ 64.33
7. Post-petition interest	(7)	+	
Deficiency balance			<u>\$ 7,171.60</u>